

Acton Community Housing Corporation

Nancy Tavernier, Chairman

TOWN OF ACTON

Acton Town Hall

472 Main Street

Acton, Massachusetts, 01720

Telephone (978) 263-9611

achc@acton-ma.gov

TO: Garry Rhodes
FROM: Nancy Tavernier
SUBJECT: Faulkner Mill special permit
DATE: June 13, 2006
cc: Jim Fenton

On June 1, 2006, Jim Fenton met with ACHC to discuss the Faulkner Mill development at 4 High St. This project was originally filed as a rental project with consideration given to providing one or more units to the Acton Housing Authority for low income rentals.

Section 3.5 of the Special Permit reads:

If HUD subsidy becomes available the Petitioner shall cooperate with the Acton Housing Authority to make units available. In addition if the Petitioner ultimately sells the units He has agreed to discuss selling units to the Town.

Fenton is now considering a condominium development of Studio, 1 and 2 Bedroom units for sale, not rentals. This change of direction would preclude the participation of the Acton Housing Authority and shifts the focus to ACHC (the Town) should we decide to seek one or two units to be sold as affordable units.

ACHC is exploring options for such units and the most feasible pricing scenarios. We will notify Mr. Fenton if and when we decide to seek home ownership units.

This memo confirms that Mr. Fenton has met the requirement of section 3.5 by having a discussion with the ACHC in regard to selling the units to the Town (ACHC).

Fenton
Faulkner Mill

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DECISION of the Board of Selectmen (hereinafter the Board) on the petition of Faulkner Mill Realty LLC (hereinafter the Petitioner) for the property located at 4 High Street, Acton, Massachusetts. Said property is shown on Acton Town Atlas Map H2A Parcel 64 and 57.

This Decision is in response to an application submitted to the Board on September 24, 2004 by the Petitioner for a Site Plan Special Permit under Section 10.4 and Special Permit under sections Table of Principal Uses sub-note (2) and 10.3 of the Acton Zoning Bylaw (hereinafter the Bylaw) to construct three residential housing units in one building and twenty-seven in the second building with associated parking.

After causing notice of the time and place of the public hearing and of the subject matter thereof to be published, posted and mailed to the Petitioner, abutters and other parties in interest as required by law, the hearing was called to order on November 15, 2004 at 7:30 P.M. and continued until December 13, 2004 at 7:30 P.M. to January 3 at 8:45 P.M. and closed on January 24 at 8:00 P.M. in the Selectmen's Hearing Room at the Acton Town Hall. Board members F. Dore' Hunter, Walter Foster, William Shupert III and Robert Johnson were present throughout the proceedings.

The record of the proceedings and submissions upon which this permit is based may be referred to in the Office of the Town Clerk, or the Office of the Board.

Exhibit I

A properly executed application for Site Plan and Special Permit approval received September 24, 2004, a booklet containing a certified abutters list, USE description, list of other permits, drainage calculations, water balance calculations, earth removal calculations and a traffic study. A five sheet set of engineering plans dated August 31, 2004 revised December 6, 2004, a four sheet set of building plans dated June 3, 2004 revised November 30, 2004, an outdoor lighting layout prepared by Thomas Lemons and HADCO Architectural Outdoor Lighting. Two letters from Stamski and McNary, Inc. dated 11/15/05 and 12/06/04.

Exhibit II

Interdepartmental Communication (IDC) from the Town Manager to the Town Staff requesting comments. The following IDC's were received:

1. Building Commissioner dated 11/08/04, 12/10/04, 12/30/04 and 01/03/05
2. Town Planner dated 12/13/04
3. Fire Chief dated 11/24/04
4. Municipal Properties Director dated 10/14/04
5. Engineering Administrator dated 10/28/04 and 12/09/04
6. Health Director dated 10/07/02, 02/27/03, 10/14/04
7. Transportation Advisory Committee dated 12/09/04
8. Recreation Director dated 09/30/04
9. Planning Board dated 10/28/04
10. Acton Housing Authority dated 11/12/04
11. Historic District Commission dated 10/31/04 and 12/29/04

Exhibit III

Letters from Iron Work Farm dated 11/15/04, and 12/30/04; Richard Fallon dated 12/08/04 and 12/29/04; Ronald Nealey dated 11/29/04; Two petitions from residents.

Exhibit I is hereinafter referred to as the Plan

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1.0 Findings and Conclusions

Based upon its review of the exhibits and records of the proceedings, the Board found and concluded that:

- 1.1 The site is located in South Acton Village Zoning District and Zone 4 of the Groundwater Protection District. A Special Permit is required to allow more than 4 residential units in one building.
- 1.2 The Petitioner has agreed to install a fence directly behind the rear building. The fence shall be installed prior to the occupancy of any building.
- 1.3 The property is located adjacent to an active railroad. All potential residents shall be notified in writing as part of any lease the presence of the railroad and the likelihood of accompanying noise.
- 1.4 The Petitioner has requested from the Sewer Commissioners permission to connect this property to the Town Sewer system. This approval is not an indication that the Commissioners will approve the requested tie in. The Petitioner must either obtain that approval or design a septic system compliant with Title V.
- 1.5 The Petitioner has shown a sidewalk along the frontage of High Street as required by the Bylaw. A flush concrete sidewalk shall be extended across the entrance to Erikson Grain Mill. The entire sidewalk along the frontage shall be concrete. The Petitioner has also agreed to install a bituminous concrete sidewalk leading to the westerly emergency entrance to Audubon Hill if they can get necessary approvals. Push braces may be needed.
- 1.6 The Fire Chief has concerns about site access. The Petitioner has agreed to revise the parking lot to provide the necessary turnaround.
- 1.7 The Bylaw requires one of the units be owner occupied. The owner has been identified as Faulkner Mill Realty, LLC. Prior to a building permit being issued the Petitioner shall provide documentation on which unit is to be owner occupied and who has legal or beneficial title. The Board finds only one of the units must be owner occupied, not one in each building.
- 1.8 The Bylaw requires buildings in the South Acton Village District be compatible with their surroundings with respect to height, façade facing the street, rhythm of solid surfaces and openings, roof slopes and scale. The Petitioner has worked with both Iron Works Farms and Historic District Commission. The Board finds the Plans as revised are compatible with their surroundings.
- 1.9 The Acton Housing Authority and the Petitioner had reached an agreement to set aside two rental units for low income households. The rents for the two units would have been set at HUD's Fair Market Rents. Unfortunately the Acton Housing Authority is unable to permanently guarantee Section 8 subsidy.
- 1.10 The Plan as herein modified:
 - Will protect the neighborhood and the Town against seriously detrimental or offensive USES on the site and against adverse effects on the natural environment.
 - Will provide for convenient and safe vehicular and pedestrian movement and that the locations of driveway openings are convenient and safe in relation to vehicular and pedestrian traffic circulation including emergency vehicles, on or adjoining the site.

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- 3.4 The Petitioner shall either obtain permission from the Sewer Commissioners or approval of the Board of Health for a Title V system.

- 3.5 If HUD subsidy becomes available the Petitioner shall cooperate with the Acton Housing Authority to make units available. In addition if the Petitioner ultimately sells the units He has agreed to discuss selling units to the Town.

- 3.6 Prior to occupancy or use of the new building, as-built Plans shall be supplied by the engineer of record and lighting design professional certifying the project was built according to the approved documents. The as-built Plans shall show all pavement, building and drainage structure locations above and below grade in their true relationship to lot lines, and include appropriate grades elevations and exterior lighting equipment installed. In addition to the engineer of record, said plan shall be certified by a Mass. Registered Land Surveyor.

4.0 Limitations

The Authority granted to the Petitioner by this permit is limited as follows:

- 4.1 This permit applies only to the site, which is the subject of this petition. All construction shall be conducted in accordance with the terms of this permit and shall be limited to the improvements shown on the Plan.
- 4.2 There shall be no further development of this site without written consent of the Board of Selectmen as outlined within the Acton Zoning Bylaw.
- 4.3 This Decision applies only to the requested Site Plan Special Permit and Special Permit. Other permits or approvals required by the Acton Zoning Bylaw, other governmental boards, agencies or bodies having jurisdiction shall not be assumed or implied by this Decision.
- 4.4 No approval of any indicated signs or advertising devices is implied by this Decision, all nonconforming signs shall be removed prior to the issuance of the Building Permit.
- 4.5 The hauling of earth to and from the site shall be restricted to the hours between 9:00 AM and 4:00 PM Monday through Saturday.
- 4.6 The foregoing restrictions are stated for the purpose of emphasizing their importance but are not intended to be all-inclusive or to negate the remainder of the Acton Zoning Bylaw.
- 4.7 This Site Plan Special Permit shall lapse on February 28, 2007 unless work approved by this permit has commenced except for good cause. Any request for extensions shall be made at least thirty (30) days prior to expiration. The Board reserves the right to amend the permit by its own or at the request of the Petitioner with or without a new hearing.

Zoning Bylaw - Senior Residence

the requirements for Group 2B residences as set forth in the Massachusetts Building Code, 521CMR (Architectural Access Board), as amended.

9B.11 Age Restriction – All DWELLING UNITS in a SENIOR Residence development shall be subject to an age restriction described in a deed, deed rider, restrictive covenant, or other document that shall be recorded at the Registry of Deeds or the Land Court. The age restriction shall limit the DWELLING UNITS to occupancy by SENIORS, age 55 or older, or their spouses of any age; provide for reasonable, time-limited guest visitation rights; and authorize special exceptions that allow persons of all ages to live in a DWELLING UNIT together with a SENIOR resident as the Planning Board shall further define and specify in its special permit. The age restriction shall run with the land in perpetuity and shall be enforceable by any or all of the owners of DWELLING UNITS in the SENIOR Residence development or by the Town of Acton.

9B.12 Affordability – Some of the DWELLING UNITS in a SENIOR Residence development shall be sold, rented, or leased at prices and rates that are affordable to LOW and MODERATE INCOME SENIORS, as more specifically set forth in the following:

9B.12.1 AFFORDABLE SENIOR RESIDENCE defined – The term AFFORDABLE SENIOR RESIDENCE as used in this section 9B shall refer to DWELLING UNITS, which are restricted to sale, lease or rental (1) to SENIORS within specific income and asset limitations, and (2) at specific price limits, both in accordance with provisions set forth in any State or Federal rental assistance programs, subsidy programs for reducing mortgage payments, or other programs that provide for affordable housing for low and moderate income SENIORS, and that are in effect at the time that the project application is made to the Planning Board. *old rules*

9B.12.2 Basic Affordability Component – At least 5% of the DWELLING UNITS in a SENIOR Residence development, rounded to the next integer, shall be AFFORDABLE SENIOR RESIDENCES. When rounding, fractions of .5 shall be rounded up.

9B.12.3 Density Bonus Option -

9B.12.3.1 The total number of allowable DWELLING UNITS in a SENIOR Residence development may be increased to 6 per acre in the R-2 District, and to 4 per acre in the R-4, R-8, R-8/4 and R-10/8 Districts provided that at least 10% of the DWELLING UNITS in the SENIOR Residence development are AFFORDABLE SENIOR RESIDENCES.

9B.12.3.2 The total number of allowable DWELLING UNITS in a SENIOR Residence development may be increased to 7 per acre in the R-2 District, and to 5 per acre in the R-4, R-8, R-8/4 and R-10/8 Districts provided that at least 15% of the DWELLING UNITS in the SENIOR Residence development are AFFORDABLE SENIOR RESIDENCES.

9B.12.3.3 Rounding to whole unit numbers shall be made to the nearest integer. When rounding, fractions of .5 shall be rounded up.

9B.12.3.4 The Planning Board may further adjust or waive the dimensional requirements of section 9B.5, the parking requirements of section 9B.6, and the Common Land requirements of 9B.9 to the extent reasonable and necessary to facilitate the production of affordable DWELLING UNITS under this density bonus option.

9B.12.4 Affordability Standards – Subject to Planning Board approval, an applicant for a SENIOR Residence special permit may utilize an available State or Federal assistance program or choose to meet the AFFORDABLE SENIOR RESIDENCE requirements by utilizing income and asset standards, and by establishing rents, leases, sales prices,

entry fees, condominium fees, and other costs for AFFORDABLE SENIOR RESIDENCES that are generally consistent with available affordable housing assistance programs.

- 9B.12.5 Affordability Restrictions – AFFORDABLE SENIOR RESIDENCES shall be maintained as such for the life of the SENIOR Residence development. Each AFFORDABLE SENIOR RESIDENCE shall be rented or sold to its initial and all subsequent buyers or tenants subject to deed riders, restrictive covenants, contractual agreements, or other mechanisms restricting the USE and occupancy, rent levels, sales prices, resale prices, and other cost factors to assure their long term affordability. These restrictions shall be in force for such maximum time as may be permitted under applicable state law governing such restrictions. They shall be enforceable and renewable by the Town of Acton through standard procedures provided by applicable law.
- 9B.12.5.1 The Planning Board may require that the restrictions for AFFORDABLE SENIOR RESIDENCES contain a right of first refusal to the Town of Acton or its designee at the restricted resale value, and that the owner provides notice of such right of first refusal to the Town of Acton or its designee prior to selling the AFFORDABLE SENIOR RESIDENCE with adequate time for the Town or its designee to exercise the right of first refusal.
- 9B.12.5.2 Nothing in this Section shall be construed to cause eviction of an owner or tenant of an AFFORDABLE SENIOR RESIDENCE due to loss of his/her income eligibility status during the time of ownership or tenancy. Rather, the restrictions governing an AFFORDABLE SENIOR RESIDENCE shall be enforced upon resale, re-rental, or re-release of the AFFORDABLE SENIOR RESIDENCE. The mechanisms and remedies to enforce the restrictions governing an AFFORDABLE SENIOR RESIDENCE upon resale, re-rental, or re-lease shall be set forth in its deed restrictions.
- 9B.12.5.3 All contractual agreements with the Town of Acton and other documents necessary to insure the long term affordability of an AFFORDABLE SENIOR RESIDENCE shall be executed prior to the issuance of any building permit for it.
- 9B.12.6 Locations and compatibility of AFFORDABLE SENIOR RESIDENCES – AFFORDABLE SENIOR RESIDENCES shall be dispersed throughout the development to insure a true mix of market-rate and AFFORDABLE SENIOR RESIDENCES. The exterior of AFFORDABLE SENIOR RESIDENCES shall be compatible with, and as much as possible indistinguishable from, market-rate DWELLING UNITS in the SENIOR Residence development. All internal design features of AFFORDABLE SENIOR RESIDENCES shall be substantially the same as those of market-rate DWELLING UNITS.
- 9B.12.7 Local Preference – Unless otherwise regulated by an applicable Federal or State agency under a financing or other subsidy program, at least sixty-five percent (65%) of the AFFORDABLE SENIOR RESIDENCES shall be initially offered to Acton SENIORS.
- 9B.12.7.1 Residency in Acton shall be established through Town Clerk certification based on the Town Census, voter registration, or other acceptable evidence.
- 9B.12.7.2 Purchaser/tenant selection – Procedures for the selection of purchasers and/or tenants shall be subject to approval by the Town of Acton or its designee.
- 9B.12.7.3 These restrictions shall be in force for 120 days from the date of the first offering of sale or rental of a particular AFFORDABLE SENIOR RESIDENCE. The developer of the SENIOR Residence shall make a diligent effort to locate eligible purchasers or renters

PLACES Site Consultants, Inc.

PLANNING. LANDSCAPE ARCHITECTURE, CIVIL ENGINEERING & SURVEYING

June 9, 2006

Acton Planning Board
Acton Town Hall
472 Main Street
Acton, MA 01720

By Hand Delivery

RE: Special Permit Application – Senior Residence
Condominium Development at Woodlands at Laurel Hill
Acton, MA
PLACES Project No 06-349

Dear Board Members;

Enclosed please find a Senior Residence Special Permit Application for the parcel of land identified as Lot 4, Woodlands at Laurel Hill which is being made on behalf of our client, Woodlands at Laurel Hill, LLC.

We request the Planning Board consider the unique circumstances relating to this application. Lot 4 was not part of the originally submitted Comprehensive Permit Application for Woodlands at Laurel Hill filed in October 2004. The development of this site was added to the project in April 2005, after requests from your Board and the Board of Selectmen. In December 2005, the whole project was granted a Comprehensive Permit by the Acton Zoning Board of Appeals. The applicant and the Selectmen have entered into an agreement under which the applicant is required to present the "approved lot 4 comprehensive permit plan" to the Planning Board to see if the Planning Board would re-approve the "approved lot 4 comprehensive plan" without changes under the towns senior housing special permit bylaw. If the Planning Board simply re-approves the "approved lot 4 comprehensive plan" under the applicable provisions of the Senior Housing Special Permit, the town will receive an additional \$ 876,996.00 contribution toward public safety infrastructure. The total contribution made by Woodlands at Laurel Hill, LLC to Acton's public safety infrastructure fund would then total \$ 1,880,996.00.

The "approved lot 4 comprehensive plan" and its impact has been thoroughly reviewed by all relevant town boards as well as the state MEPA office, many review agencies of the Commonwealth and through that process, other interested parties. Therefore, we are asking for waivers to many duplicative submission requirements from the Comprehensive Permit process to the Special Permit processes.

Plans: (6 full scale & 18, 11" x 17" reduced scale sets)

Cover Sheet
General Notes, Legends and Abbreviations
Master Plan, depicting entire development (Acton & Westford)
Affected Parcels and Record Owners
Existing Conditions Plan
Stormwater Pollution Prevention Plan
Site Plans (2)
Grading & Drainage Plans (2)
Roadway Plans & Profiles (2)
Site Construction Detail Sheets(6)
Landscape Plan
Landscape Construction Details & Signs
Architectural Plans (Floor Plans and Elevations) (2)

On behalf of our client, Woodlands at Laurel Hill, LLC, we appreciate the opportunity to present this project to you.

Sincerely,
PLACES Site Consultants, Inc.

By:


William E. Murray, R.L.A.
Project Manager

Cc Acton Town Clerk
 Garry Rhodes - Acton Building Commissioner
 Don Johnson, Acton Town Manager
 Stephen Anderson, Esq. – Anderson & Kreiger, Town Council
 Acton Zoning Board of Appeals
 David Hale, Manager- Woodlands at Laurel Hill, LLC.
 Scott Dale, Vice President, AvalonBay Communities, Inc.
 Louis N. Levine, Esq. – DLPN, Attorneys-at-Law

PLACES Site Consultants, Inc.

694 Main Street, Unit 3, Holden, MA 01520
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AGREEMENT

THIS AGREEMENT is made this 25th day of February, 2008, by, between and among the following parties:

- The Town of Acton, a municipal corporation, having its principal office at Town Hall, 472 Main Street, Acton MA 01720 (the "Town"), acting by and through the Acton Board of Selectmen for itself and as the Sewer Commissioners of the Town (the "Board");
- Faulkner Mill Realty, LLC, a Massachusetts limited liability company with a principal place of business at 25 Westford Lane, Acton, MA 01720, by its duly authorized manager, on behalf of itself and its successors and assigns (the "Owner");

WHEREAS the Owner intends to build a development of condominium 20 units substantially in accordance with the plans listed on Exhibit A hereto (the "Project") on the property located at 4 High Street in Acton, identified as Lot 64 on Assessor's Map H2A, and described in the deed recorded in the Middlesex South District Registry of Deeds at Book 42341, Page 464 (the "Project Site").

WHEREAS the Town has completed construction of the Fort Pond Brook Sewage Treatment Plant and its associated public sewer lines and facilities (the "Town Sewer").

WHEREAS the Owner proposes to connect the Project to the Town Sewer by means of an easement across property identified as Lot 57 on Assessor's Map H2A.

WHEREAS the Town and the Board have respectively adopted a sewer Bylaw and Sewer Use Regulations applicable to sewer connections and sewer use in the Town of Acton, copies of which are attached as Exhibits B (the "Bylaw") and C (the "Regulations").

WHEREAS the Board is authorized by Section D.10.2 of the Bylaw to assess sewer betterments in accordance with the Uniform Unit Method.

WHEREAS the Board is authorized by Section D.10.5 of the Bylaw to "establish reasonable fees pursuant to G.L. c. 83, § 17, to cover costs of construction of common sewers and other facilities required to serve land not previously served by the sewer system and not previously assessed to the owner of such land."

WHEREAS the Board has adopted a Sewer Privilege Fee Schedule, a true copy of which is attached as Exhibit D (the "Sewer Privilege Fee Schedule").

WHEREAS, pursuant to the Bylaw and the Regulations, the Board has assessed actual sewer betterments for land benefited by the Town Sewer.

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WHEREAS any final approval of the Project would occur after actual sewer betterments have been issued.

WHEREAS the Owner seeks a commitment from the Board to allow connection of the Project to the Town Sewer.

WHEREAS the Board is willing to provide that commitment in return for the commitments by the Owner as set forth herein

NOW THEREFORE, for one dollar and other adequate consideration the receipt and sufficiency of which are hereby acknowledged, the Town, the Board, and the Owner agree as follows:

1. **Permits and Approvals, Compliance with Laws**

The Owner shall apply for all necessary governmental licenses, permits, approvals or other relief required for the Project and the connection of the Project to the Town Sewer ("Governmental Approvals"). The Owner shall pay for all costs and expenses incurred in connection with applying for, obtaining and maintaining all necessary Government Approvals for the Project and the connection of the Project to the Town Sewer.

The Owner shall design, construct, operate, maintain, repair, upgrade and replace the sewer system on the Project Site and its connection to the Town Sewer in conformity with and subject to all applicable statutes, laws, rules, regulations, guidelines and permits now in force or hereafter in effect including, without limitation, the following: the Bylaw, the Regulations, any and all applicable Rules and Regulations of the United States Environmental Protection Agency ("EPA"), the Massachusetts Department of Environmental Protection ("DEP"), the Massachusetts Department of Public Health ("MDPH"), and any other governmental agency or authority having competent jurisdiction, as amended from time to time.

2. **Construction of the Sewer Connection for the Project**

Upon receipt of all necessary Government Approvals the Project and the connection of the Project to the Town Sewer, the Owner shall construct the Project and the connection of the Project to the Town Sewer in accordance with the Government Approvals. The Owner shall pay for all costs and expenses of the construction of the Project and the connection of the Project to the Town Sewer in accordance with the Town's specifications. Without limiting the generality of the foregoing, the Owner shall undertake the following actions within the following time frames:

- Prior to the issuance of a sewer connection permit for the Project to the Town Sewer, the Owner shall offer for sale to the Town of Acton or its nominee (to be designated pursuant to a vote of the Board of Selectmen) one 2-bedroom unit in

the Project at a price affordable to persons or households whose aggregate family income does not exceed 80% of the median gross income for the area ("AMI"), as established by the United States Department of Housing and Urban Development. The unit so offered shall be one of the first five units completed in the Project. Unless extended by agreement of the parties, the Town of Acton or its nominee shall have ninety (90) days from receipt of the offer to accept the offer, enter a purchase and sale agreement, and close on the purchase of the unit. The Town may impose or cause to be imposed an affordable housing restriction on the unit so purchased or may resell the unit at market value and, subject to appropriation, may use the proceeds of the sale for affordable housing or other purposes in the Town.

- In the event the Town or its designee does not purchase the unit under the prior subparagraph, then prior to first issuance of an occupancy permit for any unit in the Project, the Owner shall cause one 2-bedroom unit in the Project (which shall also be one of the first five units completed in the Project) to be restricted in perpetuity for occupancy by persons or households whose aggregate family income does not exceed 80% of the median gross income for the area ("AMI"), as established by the United States Department of Housing and Urban Development, consistent with the terms and policies of the Department of Housing and Community Development's Local Initiative Program, such that this unit shall be eligible for qualification in and a new addition to the Town's Subsidized Housing Inventory under General Laws Chapter 40B.
- Provided that the Owner complies with the provisions of the foregoing two bulleted subparagraphs regarding offering the unit to the Town of Acton or its nominee and restricting the unit with a deed rider as aforesaid, the Owner is not required to close the sale of the affordable unit before the sewer connection permit is issued.
- The Owner shall cooperate with the Town and shall take all actions and execute all instruments reasonably required to render this unit as restricted eligible for qualification as a new addition to the Town's Subsidized Housing Inventory under General Laws Chapter 40B.
- Under the above bulleted subparagraphs, the affordable housing restriction shall be in the form of a duly executed and recorded "Local Initiative Program Affordable Housing Deed Rider" substantially in the form prescribed by the Massachusetts Department of Housing and Community Development ("DHCD") attached hereto as Exhibit E, or such other form of Regulatory Agreement and Declaration of Restrictive Covenants as is acceptable in form and substance to the Commonwealth of Massachusetts acting by and through DHCD and to the Town of Acton acting by and through the Board of Selectmen.

- To ensure that such affordable housing restriction shall survive foreclosure of any mortgage on the Project Site, prior to the first issuance of an occupancy permit for any unit in the Project, the Owner shall cause every holder of a mortgage or security interest in the Project Site that would or might otherwise have record priority over any such affordable housing restriction to execute and deliver to the Town a recordable Subordination, Non-Disturbance and Attornment Agreement in a form acceptable to Town Counsel recognizing and agreeing that the affordable housing restriction shall survive any foreclosure of the mortgage or security interest in the Project Site or the affordable unit substantially as set forth in Section 7 of the "Local Initiative Program Affordable Housing Deed Rider" attached hereto as Exhibit E.
- Prior to submission of a building permit application, submit architectural plans and elevations for the Project to the Acton Historic District Commission ("AHDC") in conformance with its rules and regulations, attend one or more design review sessions as reasonably requested by the AHDC, and attempt in good faith to adhere to the reasonable recommendations of the AHDC unless those recommendations would render the Project uneconomic.
- Prior to the first issuance of an occupancy permit for any unit in the Project, build a sidewalk along the Project's High Street frontage in conformance with the plans prepared by Stamski & McNary, dated August 4, 2005, entitled Sidewalk Plan and Site Plan Special Permit Plan (5 of 5) and with the Special Permit/Site Plan Special Permit #09/24/04-399.

3. Payment of Sewer Privilege Fee

Section D.10.2.b.2 of the Bylaw provides in relevant part that:

The Sewer Commissioners shall establish sewer assessment units, as follows:

- (i) The owner of land used for a single family residence shall be assessed on the basis of one sewer unit. The owner of undeveloped land zoned for single family residential use shall be assessed on the basis of the maximum number of single family residences which may be constructed on such land as of right under the zoning requirements then in effect, without approval of the further subdivision of such land under the Subdivision Control Law.
- (ii) The owner of land used for multi-family residential use, shall be assessed on the basis of .67 times the number of dwelling units presently existing on such land, provided each unit has fewer than three bedrooms as defined by Title V. Vacant land zoned for multi-family use shall be assessed on the basis of .67 times the

maximum number of units which can be constructed as of right under the zoning then in effect, without approval of further subdivision of such land under the Subdivision Control Law. Multi-family units with three or more bedrooms shall be assessed on the basis of one sewer unit per dwelling unit. Each owner of a condominium or cooperative dwelling unit in a multi-family residential building shall be assessed only for his or her dwelling unit.

The Owner agrees that the Project Site shall be assessed a Sewer Privilege Fee in accordance with the Sewer Privilege Fee Schedule. In that assessment, the Project Site shall be assigned thirteen point four (13.4) Sewer Betterment Units ("SBU"), which shall be multiplied by \$12,311.52 (the standard dollar amount per SBU established by the Board when the Town issued final sewer betterment assessments for properties within the sewer betterment district eligible to connect to the Town Sewer (the "per-SBU charge")) to establish the Sewer Privilege Fee. Added to this number shall be the usual sewer connection fee for each new connection to the sewer resulting in a "Total Sewer Privilege Fee" (equaling the Sewer Privilege Fee plus the added amount). There shall be no reduction, deduction or set-off from the Total Sewer Privilege Fee for any costs incurred by the Owner or for any affordable units within the Project.

The Owner shall be jointly and severally responsible to timely pay to the Town the Total Sewer Privilege Fee. The Owner agrees that it shall not seek an abatement of the Total Sewer Privilege Fee so assessed.

Pursuant to Chapter D10-5b of the Town of Acton Bylaws, the Owner shall pay the Total Sewer Privilege Fee in full prior to the issuance by the Town of the sewer connection permit or any building permit for the Project.

4. Sewer Use Charges

The Owner agrees that it shall incorporate in the Master Deed for the Project's condominium documents a binding obligation for the unit owners to timely pay any and all sewer use charges and other costs and assessments with respect to the Town's sewers in accordance with the General Laws and the Bylaw and Regulations, and that all such charges and other costs and assessments shall have priority over other liens to the same extent as a municipal lien for local real estate taxes.

5. Future Betterments

The Owner agrees that they shall incorporate in the Master Deed for the Project's condominium documents a binding obligation for the unit owners to timely pay (a) an adjusted Sewer Privilege Fee in the event the Town re-determines and increases the per SBU charge pursuant to G.L. c. 83, § 15A, and (b) the Project Site's allocated share of any future sewer betterments assessed by the Town generally with respect to property within the bettered sewer

(A0052372.4)

district fronting on Main Street, in accordance with the General Laws and the Bylaw and Regulations, as if the Project Site and each unit in the Project had actual frontage on Main Street within the bettered sewer district, and that all such betterments and other costs and assessments shall have priority over other liens to the same extent as a municipal lien for local real estate taxes.

6. Obligations Run With the Land

Because this Agreement makes municipal sewer available to the Project Site for the Project and thereby increases the value of the Project Site and the Project, the Owner and the Town agree that all future betterments, charges, costs and assessments pursuant to this Agreement shall be assessed and collected pursuant to the General Laws applicable to sewer betterments, charges, costs and assessments and shall have priority over other liens on the Project Site to the same extent as a municipal lien for local real estate taxes. To that end, the Owner and the Town agree as follows:

- Pursuant to Massachusetts General Law Chapter 80, Section 4, Chapter 83, Sections 14 and 15, Chapter 340 of the Acts of 2000, and the Town of Acton Sewer Assessment Bylaw (Chapter D, Section 10 of the Town of Acton Bylaws, the "Bylaw") and regulations promulgated pursuant thereto, and all acts in addition thereto and in amendment thereof and every other power and authority them thereto enabling, the Acton Board of Selectmen acting as the Board of Sewer Commissioners may in its discretion take all actions and record all instruments that may be necessary to incorporate the Project Site into the Town's Middle Fort Pond Brook Sewer Betterment Area.
- The Town may record this Agreement in the chain of title for the Project Site. In so doing, the Town need not record the Exhibits to this Agreement for said recording to be valid notice of this Agreement and its Exhibits. In the event the Registry and/or Registration office requires changes to the form of this Agreement to render it recordable, the Owner shall cooperate with the Town and shall forthwith take all actions reasonably required by the Town to render this Agreement or notice hereof recordable.
- The Owner shall incorporate reference to this Agreement and its Exhibits in the Master Deed for the Project's condominium documents.
- All obligations of the Owner set forth in this Agreement shall run with the land that is the Project Site and be binding upon the Owner and its respective successors and assigns.
- Prior to the connection of the Project to the Town Sewer, the Owner shall use its best efforts to cause every holder of a mortgage or security interest in the Project Site that would or might otherwise have record priority over the Town of Acton's rights under this Agreement to execute and deliver to the Town a recordable Subordination, Non-Disturbance and Attornment Agreement ("SNDA") in a form acceptable to Town Counsel recognizing and agreeing that the Town of Acton's rights under this Agreement

shall survive any foreclosure of the mortgage or security interest and shall have priority over all such mortgages and security interests to the same extent as a municipal lien for local real estate taxes. In the event that any holder of a mortgage or security interest in the Project Site fails or refuses to execute and deliver to the Town a recordable SNDA, the Town may by written notice to the Owner sent prior to the connection of the Project to the Town Sewer terminate this Agreement and return the Sewer Privilege Fee to the Owner, in which case this Agreement shall be null and void and without recourse to the parties hereto.

7. Miscellaneous

No Other Connections or Additions: The sewer connection from the Project Site to the Town Sewer authorized by this Agreement shall be used exclusively for the 20-unit condominium Project located on the Project Site and constructed in accordance with this Agreement. There shall be no further connection of any other property, any other project, or any other unit(s) directly or indirectly to the Town Sewer on, at, to, from or through the Project Site.

Termination: In the event construction of the Project has not commenced within one year of the date hereof or construction of the Project has not been substantially completed within three years of the date hereof, then the Board of Selectmen may terminate this Agreement by written notice to the Owner sent by certified or overnight mail to the Owner's address listed on page 1 hereof, in which case this Agreement shall be null and void and without further force or effect.

Binding Effect. The terms and covenants of this Agreement shall run with the land comprising the Project Site and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. The provisions of this Agreement shall be binding upon all the parties having or acquiring any right, title or interest in all or any of portion of the Project Site.

Each owner of the Project Site or any portion thereof or interest therein, by accepting delivery of a deed to the Project Site, or any portion thereof or interest therein, subject to this Agreement, agrees and covenants that the terms and conditions of this Agreement are reasonable and agrees to be bound thereby.

Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Authorization. This Agreement has been duly authorized by all necessary actions of the Owner and the signators below are duly authorized to execute this Agreement on behalf of the Owner, respectively.

WHEREFORE the parties have set their hands and seal to this Agreement as of this 25th day of February, 2008.

Town of Acton,
By its Board of Selectmen,

F. Dore' Hunter
F. Dore' Hunter, Chairman

Lauren J. Rosenzweig
Lauren Rosenzweig, Vice-Chairman

Andrew Magee
Andrew Magee, Clerk

Peter Berry
Peter Berry, Member

Paulina Knibbe
Paulina Knibbe, Member

TOWN ACKNOWLEDGEMENT

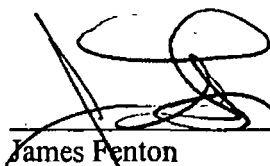
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 3 day of March, 2008, before me, the undersigned Notary Public, personally appeared each of the foregoing named members of the Board of Selectmen of the Town of Acton, proved to me through satisfactory evidence of identification, which was: examination of known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the foregoing named members of the Board of Selectmen of the Town of Acton, a municipal corporation.

Andrew Magee (official signature and seal of notary)
My commission expires Sept 26, 08

Owner, Faulkner Mill Realty, LLC

Michael J. Jeanson
Michael J. Jeanson

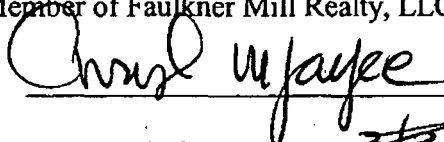


James Fenton

LLC ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

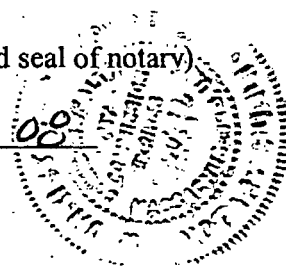
On this 3 day of March, 2008, before me, the undersigned Notary Public, personally appeared Michael J. Jeanson and James Fenton, proved to me through satisfactory evidence of identification, which were known to me, to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that each signed it voluntarily for its stated purpose as a Member of Faulkner Mill Realty, LLC, Owner.



(official signature and seal of notary)

My commission expires

3/31 Sept 26, 08
c9



Acton Community Housing Corporation

Nancy Tavernier, Chairman

TOWN OF ACTON

Acton Town Hall

472 Main Street

Acton, Massachusetts, 01720

Telephone (978) 263-9611

achc@acton-ma.gov

TO: Board of Selectmen
FROM: Nancy Tavernier, Chair
SUBJECT: DHCD Local Action Unit application – Faulkner Mill
DATE: August 19, 2008

Attached please find a DHCD Local Initiative Program Application for Local Action Units that needs to be approved by the Board of Selectmen. DHCD approval is needed to begin the process of finding an eligible buyer for the affordable 2BR unit at Faulkner Mill, 4 High Street. This unit is to be provided by the developer as one of the conditions placed on the Sewer Privilege Fee Agreement approved by the Board on 2/25/08. Here is the relevant excerpt from the decision:

Prior to the issuance of a sewer connection permit for the Project to the Town Sewer, the Owner shall offer for sale to the Town of Acton or its nominee (to be designated pursuant to a vote of the Board of Selectmen) one 2-bedroom unit in the Project at a price affordable to persons or households whose aggregate family income does not exceed 80 of the median gross income for the area ("AMI"), as established by the United States Department of Housing and Urban Development. The unit so offered shall be one of the first five units completed in the Project. Unless extended by agreement of the parties, the Town of Acton or its nominee Shall have ninety(90) days from receipt of the offer to accept the offer, enter a purchase and sale agreement, and close on the purchase of the unit. The Town may impose or cause to be imposed an affordable housing restriction on the unit so purchased or may resell the unit at market value and, subject to appropriation, may use the proceeds of the sale for affordable housing or other purposes in the Town.

ACHC requests that the Board designate ACHC as its nominee to facilitate and oversee the sale of the unit to an income eligible household and to ensure the unit will be deed restricted. If the Board agrees with this request, we then ask you to authorize the Chair to sign the application.

Thank you for your continuing support.

Acton Community Housing Corporation

Nancy Tavernier, Chairman

TOWN OF ACTON

Acton Town Hall
472 Main Street
Acton, Massachusetts, 01720
Telephone (978) 263-9611
achc@acton-ma.gov

October 14, 2008

Toni Coyne Hall
Director of LIP
DHCD
100 Cambridge Street, Suite 300
Boston, MA 02114

Dear Toni,

Enclosed please find a Local Initiative Program application for a Local Action Unit to be located at 4 High Street in Acton. The Acton Board of Selectmen has designated the Acton Community Housing Corporation as the Town's nominee to facilitate and oversee the sale of this unit to an income eligible household and to ensure the unit will be deed restricted.

The provision of this unit comes as a result of negotiations between the developer and the Board of Selectmen for consideration in granting a sewer connection to the development.

The duplex townhouse unit is 1400 square foot with two bedrooms, 1 ½ bath, and a one car garage. The development is located within 1/8 mile of the South Acton Commuter Rail in the revitalized South Acton Village.

As previously discussed with you, a buyer for this unit will come from ACHC's Ready Buyer List in effect until August 2009. We have identified an eligible buyer who is in the process of getting approval for a mortgage.

Included in this packet is a full set of specifications used in marketing the regular units, not all the amenities will be available for the affordable unit. Also included is the Sewer Privilege Fee Agreement that details the requirement for the affordable units.

If you have any questions, please do not hesitate to contact me. Thank you for your attention.

Sincerely,



Nancy Tavernier, Chair
Acton Community Housing Corporation

cc Authentic Homes, Donna Cisek

LOCAL INITIATIVE PROGRAM APPLICATION FOR LOCAL ACTION UNITS

Introduction

The Local Initiative Program (LIP) is a state housing initiative administered by the Department of Housing and Community Development (DHCD) to encourage communities to produce low- and moderate-income housing. The program provides technical and other non-financial assistance to cities or towns seeking to increase the supply of housing for households at or below 80% of the area median income. LIP-approved units are entered into the subsidized housing inventory pursuant to Chapter 40B.

The Department shall certify units submitted as Local Action Units if they meet the requirements of 760 CMR 56.00 and the Local Initiative Program Guidelines, which are part of the Comprehensive Permit Guidelines and can be found on the DHCD website at www.mass.gov/dhcd.

To apply, a community must submit a complete copy of this application to:

**Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114**

**Attention: Toni Coyne Hall, Director of LIP
(617) 573-13051
(toni.coyne.hall@state.ma.us)**

Community Support Narrative, Project Description, and Documentation

Please provide a description of the project, including a summary of the project's history and the ways in which the community fulfilled the Local Action requirement.

Faulkner Mill is a 20 unit development of attached townhouses in a duplex arrangement. Each unit has 2 bedrooms, 1.5 bathrooms and a one car garage. The development is located in South Acton Village in the South Acton Historic District. The design of the development incorporates historic features from one of the earliest mills in South Acton originally located on this site. It is within easy walking distance to commuter rail and other services in South Acton Village. The development was approved by the Board of Selectmen through a special permit under South Acton Village zoning. As part of the approval process, the Board of Selectmen agreed to allow the development to tie into the existing sewer district in exchange for among other things, the offer of one unit to be sold to an income eligible household.

Prior to the issuance of a sewer connection, the Owner is required to offer for sale one 2-bedroom unit in the Project at a price affordable to persons or households whose aggregate income does not exceed 80% of the median gross income for the area. The unit shall be one of the first five units completed in the Project. The unit will be developed using the terms and policies of DHCD's Local Initiative Program to ensure that this unit shall be eligible for inclusion in the Town's Subsidized Housing Inventory under General Laws Chapter 40B.

The Town shall impose an affordable housing restriction in the form of a duly executed and recorded "Local Initiative Program Affordable Housing Deed Rider" substantially in the form prescribed by the Massachusetts Department of Housing and Community Development ("DHCD"). The Town will ensure that such affordable housing restriction shall survive foreclosure of any mortgage on the Project Site.

The location of this development meets many Sustainable Development Principles and will add residents to a commercial center that is beginning to be revitalized.

Signatures of Support for the Local Action Units Application

Chief Executive Officer:

defined as the mayor in a city and the board of selectmen in a town, unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter

Signature: Lauren S. Rosenzweig

Print Name: Lauren S. Rosenzweig _____

Date: 9/8/08

Chair, Local Housing Partnership:
(as applicable)

Signature Nancy E. Tavernier

Print Name: Nancy E. Tavernier _____

Date: 8/21/08

Municipal Contact Information

Chief Executive Officer:

Name Lauren S. Rosenzweig _____
Address 472 Main St. _____
Acton, MA 01720 _____
Phone 978-264-9612 _____
Email bos@acton-ma.gov _____

Town Administrator/Manager:

Name Steven Ledoux _____
Address 472 Main St. _____
Acton, MA 01720 _____
Phone 978-264-9612 _____
Email manager@acton-ma.gov _____

City/Town Planner (if any):

Name Roland Bartl _____
Address 472 Main St. _____
Acton, MA 01720 _____
Phone 978-264-9636 _____
Email planning@acton-ma.gov _____

Town Counsel:

Name Stephen D. Anderson _____
Address Anderson & Kreiger LLP _____
One Canal Park, Suite 200
Cambridge, MA 02141 _____
Phone 617-621-6510 _____
Email sanderson@andersonkreiger.com _____

Chairman, Local Housing Partnership (if any):

Name Nancy Tavernier _____
Address 472 Main St. _____
Acton, MA 01720 _____
Phone 978-263-9611 _____
Email achc@acton-ma.gov _____

Community Contact Person for this project:

Name Nancy Tavernier _____
Address 472 Main St. _____
Acton, MA 01720 _____
Phone 978-263-9611 _____
Email achc@acton-ma.gov _____

The Project

Project Site: Faulkner Mill _____

Address: 4 High St. _____

Acton, MA 01720 _____

Site Characteristics: proposed or existing buildings by design, ownership type, and size.

<u>Project Style</u>	<u>Total Number of Units</u>	<u>Number of Units Proposed for Local Action Units Certification</u>
Single-family detached	_____	_____
Attached Duplex townhouses	20 _____	1 _____
Low-rise (less than 35 feet)	_____	_____
Mid-Rise (35-70 feet)	_____	_____
Other _____	_____	_____

Unit Composition

Type of Unit: Condo Ownership Fee Simple Ownership Rental	# of Units	# of BRs	# of Baths	Gross Square Feet	Livable Square Feet	Proposed Sale Prices/ Rent	Proposed Condo Fee
Affordable:	1	2	1.5	1400	1400	\$160,000	\$81
Market:	19	2	1.5	1400	1400	\$339,000	\$150

Local tax rate per thousand \$ 15.39 _____ For Fiscal Year 2008 _____

Attachments:

1. Long-Term Use Restriction

For ownership projects, this is the LIP Model Regulatory Agreement for Ownership Developments, redlined to reflect any proposed changes, and/or the LIP model deed rider

Standard DHCD LIP model deed rider will be used, no Regulatory Agreement

I:\DeedRiderSAR-Massachusetts(Universal) 5/3016

LOCAL INITIATIVE PROGRAM

AFFORDABLE HOUSING DEED RIDER

For Projects in Which Affordability Restrictions Survive Foreclosure

For rental projects, this is the LIP model Regulatory Agreement for Rental Developments, redlined to reflect any proposed changes.

2. Affirmative Fair Marketing and Lottery Plan. See Guidelines for more information.

ACHC will use its DHCD approved Ready Buyer List, active as of 8/1/07 and good for two years

3. Documentation of Town Action. (e.g. copy of special permit)

4. For Ownership Projects Only: The Schedule of Beneficial Interest from the condominium master deed.



Printable Page

To be built - 20 Townhomes - all end units. Junk the car - close to commuter rail. Great school system. Town water/sewer. Others will shovel snow, mow the lawn, and even paint the outside of their home while you enjoy all the amenities that go with this 2 bedroom, 1 1/2 bath, 1 car garage at Faulkner Mill. Open concept. All new with Builder's warranty.

Specifications for 4 High Street, Unit A1, Acton, MA

Not all specifications will be included in affordable unit

House to be built as per specifications:

Approximate square footage of house: 1,400 SF

Foundation: poured concrete and size as per plan.

Framing: 2x4 exterior walls; 2x10 joists; 1/2" OSB board walls; 3/4" T&G OSB board glued and nailed; 2x10 rafters; asphalt shingles 240 lb. architect: first roll of roof and valleys has grace ice shield; soffit vents; vinyl siding (color from chart), "A" Roof

Electrical outlets: as per code 6"x8", 200 AMP service, smoke detectors as per code-hard wired; bath fans installed; wired for flood light one garage and one back of house; wired for exterior lights at all exterior doors; white switch plates; 2 outside outlets (one front and one on deck in back) - ALL LIGHTS ARE OUT OF THE ALLOWANCE (wiring is copper)

Garage: 30'x12' attached; 1 outlet; 1 garage door and opener; 1 outside flood light; steel door from garage to house (finished)

Windows: Silver Line, vinyl white thermopane, tilt-in with screen and grills (white); grills between glass

Town water and town sewer

Plumbing: electric hot water heater - 50 gallon, kitchen sink single bowl (out of countertop allowance); outdoor spigot - one in front, one in back

Insulation: 3 1/2" walls R-13, 9" ceiling blown R-30 or batten; basement ceiling 6"

Interior walls: blueboard and plaster; textured ceilings, walls smooth

Interior doors: raised 2 panel masonite (painted); 3 1/2" colonial trim; 5 1/2" base molding

Exterior doors: steel with dead bolt

Central vacuum

Central Air - 1 zone

Deck: 10'x6' pressure treated with railing

Page 24 High Street, Unit A1, Acton, MA

Two colors of paint inside. Interior trim: one coat primer and one coat paint.

Interior walls: primer and one coat paint

Telephone and cable jacks: 3

Landscaping: loamed, raked and seeded all disturbed areas of lot, builder's choice of shrubs (approximately 8); brick paver walkway

Heat: forced hot air by gas - 1 zone

Driveway:asphalt

Foyer stairs:hardwood

Warranty:builders warranty - one year

Mirrors and closet shelves are builder's choice

8' ceilings first and second floor

FIRST FLOOR BATH

One window

One toilet

3' vanity and countertop/sink (out of cabinet/countertop allowance)

Door in half bath

Bath fan/light combo

Mirror - plate glass standard

Flooring (out of allowance)

Electric outlets as per code

Approximate size 7'x3'

KITCHEN & KITCHEN NOOK

One single window

Single bowl sink with faucets

Double casement window above sink

4 recessed lights included

One phone outlet

Hardwood flooring included

Cabinets and countertops/sink (out of cabinet/countertop allowance)

Wired for 1 ceiling light (out of allowance)

Electric outlets as per code

One pantry with one door and 4 shelves

Wired for electric stove (stove out of allowance)

Wired for light (light out of allowance)

Room size approximately 20'x8'

LIVING ROOM:

1 single window

1 double boxed out window

One cable outlet

Hardwood Flooring included

Electric outlets as per code

Wired for ceiling light (light out of allowance)

1 exterior door to 10'x6' deck

Hardwood stairs to upstairs – open railing

Approximate size 18'X15'

MASTER BEDROOM:

1 single window

1 triple boxed out window

One cable/phone outlet

One closet including one shelf and one door

Wired for ceiling light (light out of allowance)

One door to hall

Flooring out of allowance

Electric outlets as per code

Approximate size 15'6"x15'6"

FRONT BEDROOM:

3 single windows

One closet with one shelf and door

Flooring out of allowance

Wired for ceiling light (light out of allowance)

One cable/phone outlet

One door to hall

Electric outlets as per code

Approximate size 15'6"x11'

UPSTAIRS BATH

One window
One toilet
One 5' vanity and countertop/sink (out of cabinet/countertop allowance)
One 5' shower (Builder's choice)
Mirror – plate glass standard
Flooring out of allowance
Bath fan/light combo
One linen closet with four shelves
Wired for vanity light (light out of allowance)
Approximate size: 8'x8'

TOP HALL:

Hardwood flooring included
Wired for light (light out of allowance)
Outlet

ALLOWANCES:

Appliances:\$1,200.00

Flooring: carpet/vinyl/tile/hardwood/installation/labor:\$2,600.00

Light fixtures/doorbell/chime:\$800.00

Kitchen cabinets and bath vanities:Cabinets/vanities/installation/labor:\$6,000.00

Kitchen and bath countertops/sinks:Countertops/sinks/installation/labor:\$3,000.00

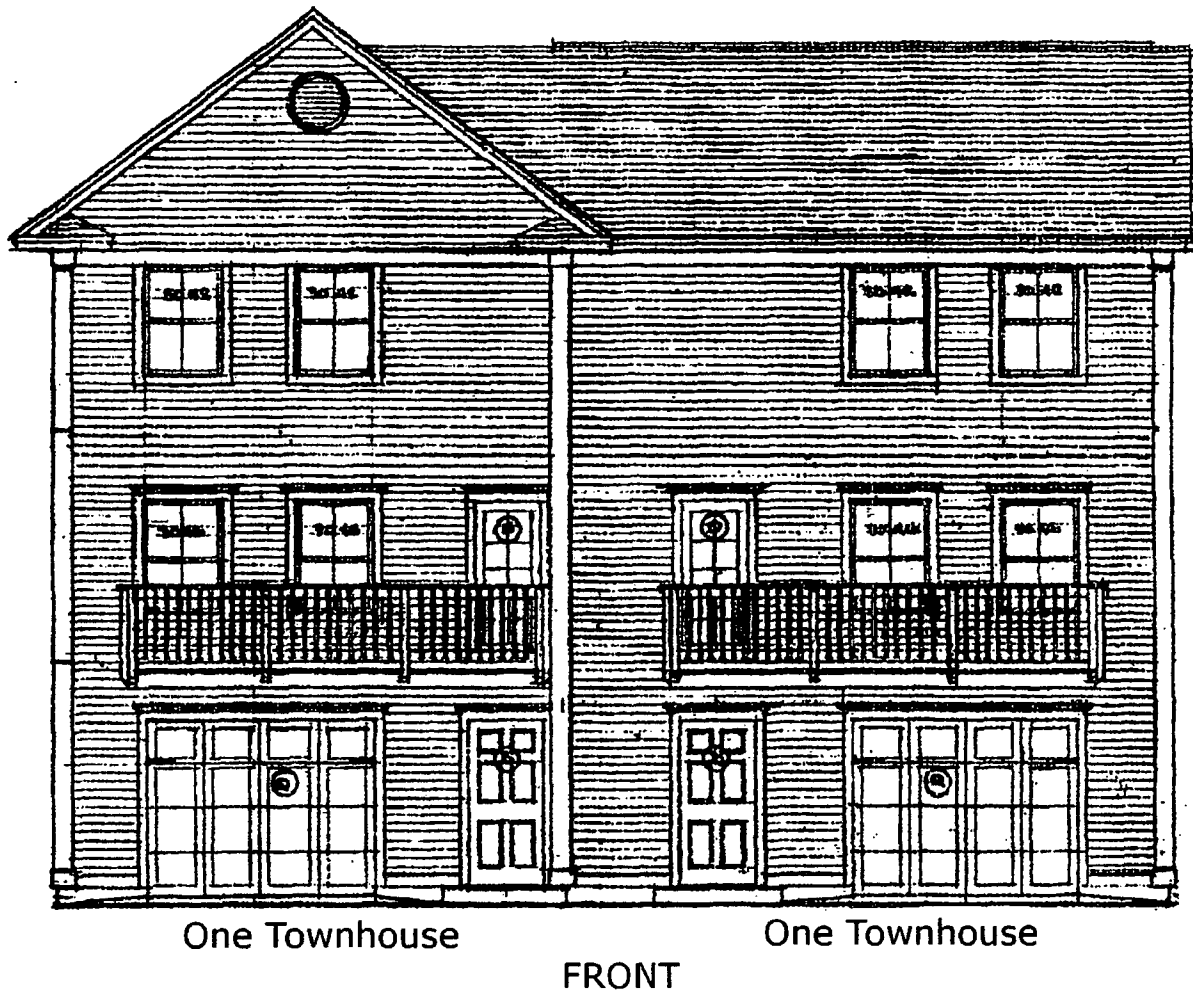
NO REAL ESTATE COMMISSIONS PAID ON EXTRAS

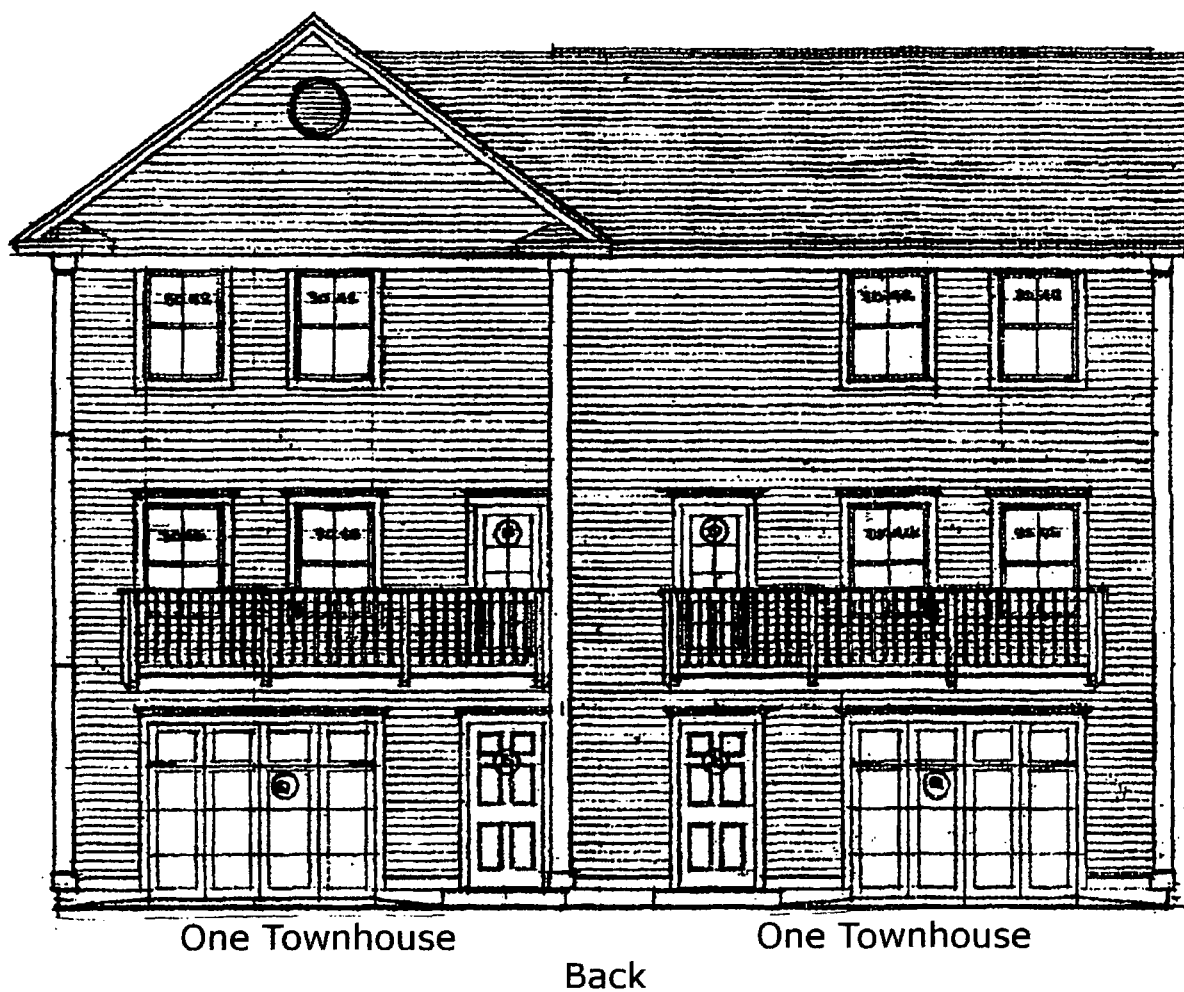
Allowances may be interchanged

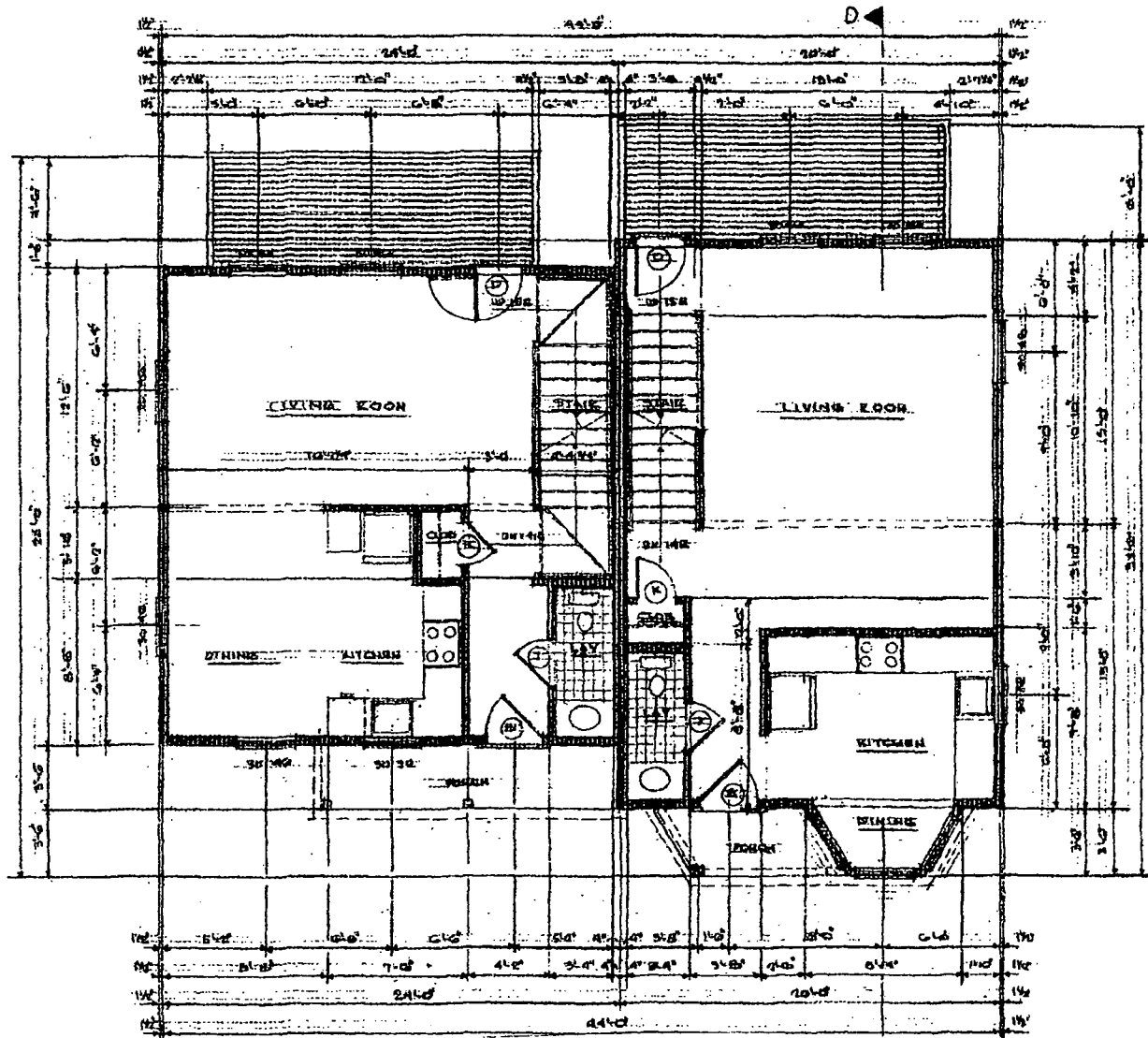
NOTES:

THESE SPECIFICATIONS ARE SUBJECT TO ERRORS, OMISSIONS AND CHANGES WITHOUT NOTICE

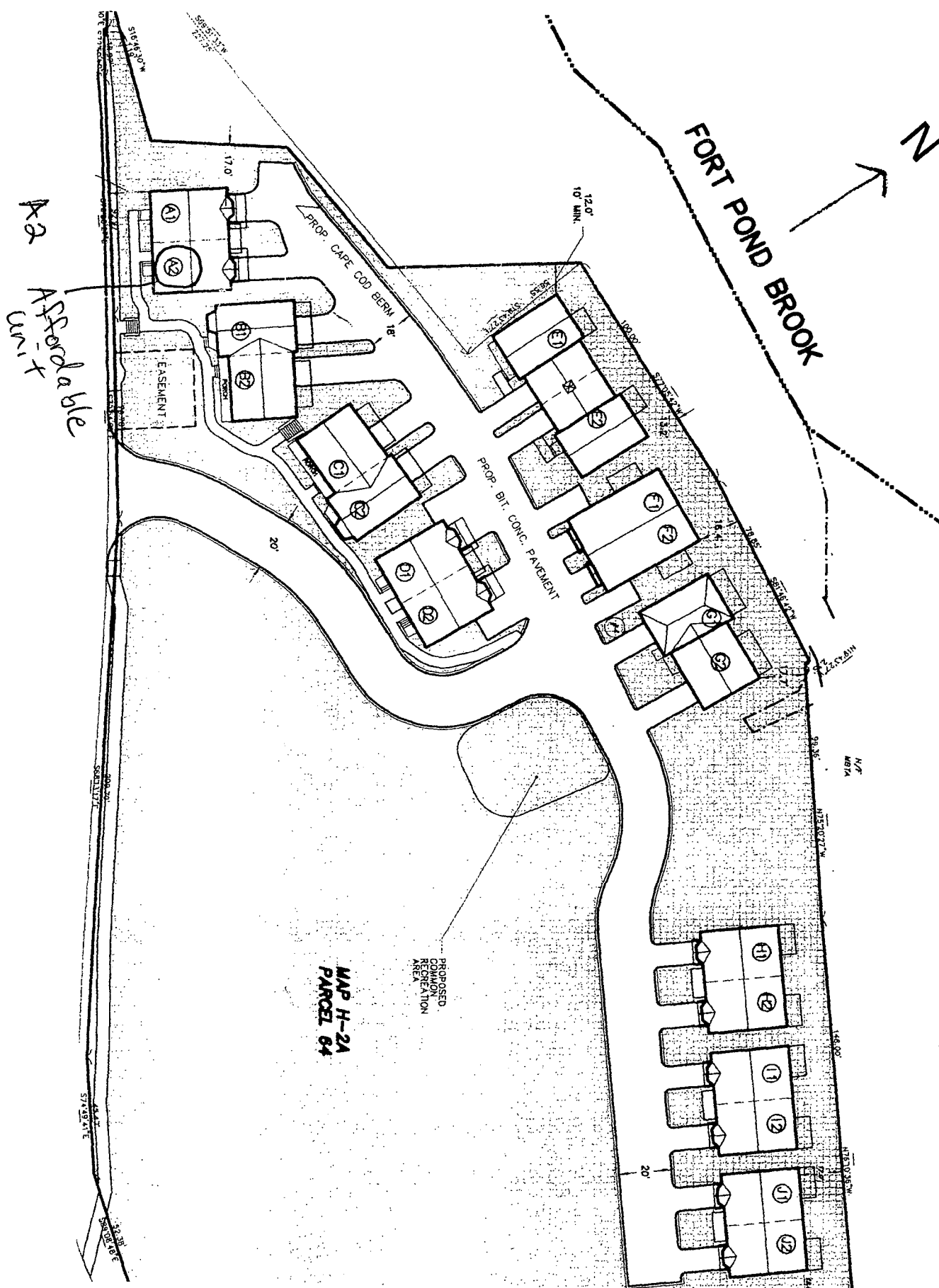
BUYERS ARE NOT ALLOWED ON THE PROPERTY UNLESS ACCOMPANIED BY THE BROKER OR SELLER; OR PERMISSION BY SELLER/BROKER.







First Floor



Documentation of Town Action

AGREEMENT

See pp 2-4

THIS AGREEMENT is made this 25th day of February, 2008, by, between and among the following parties:

- The Town of Acton, a municipal corporation, having its principal office at Town Hall, 472 Main Street, Acton MA 01720 (the "Town"), acting by and through the Acton Board of Selectmen for itself and as the Sewer Commissioners of the Town (the "Board");
- Faulkner Mill Realty, LLC, a Massachusetts limited liability company with a principal place of business at 25 Westford Lane, Acton, MA 01720, by its duly authorized manager, on behalf of itself and its successors and assigns (the "Owner");

WHEREAS the Owner intends to build a development of condominium 20 units substantially in accordance with the plans listed on Exhibit A hereto (the "Project") on the property located at 4 High Street in Acton, identified as Lot 64 on Assessor's Map H2A, and described in the deed recorded in the Middlesex South District Registry of Deeds at Book 42341, Page 484 (the "Project Site").

WHEREAS the Town has completed construction of the Fort Pond Brook Sewage Treatment Plant and its associated public sewer lines and facilities (the "Town Sewer").

WHEREAS the Owner proposes to connect the Project to the Town Sewer by means of an easement across property identified as Lot 57 on Assessor's Map H2A.

WHEREAS the Town and the Board have respectively adopted a sewer Bylaw and Sewer Use Regulations applicable to sewer connections and sewer use in the Town of Acton, copies of which are attached as Exhibits B (the "Bylaw") and C (the "Regulations").

WHEREAS the Board is authorized by Section D.10.2 of the Bylaw to assess sewer betterments in accordance with the Uniform Unit Method.

WHEREAS the Board is authorized by Section D.10.5 of the Bylaw to "establish reasonable fees pursuant to G.L. c. 83, § 17, to cover costs of construction of common sewers and other facilities required to serve land not previously served by the sewer system and not previously assessed to the owner of such land."

WHEREAS the Board has adopted a Sewer Privilege Fee Schedule, a true copy of which is attached as Exhibit D (the "Sewer Privilege Fee Schedule").

WHEREAS, pursuant to the Bylaw and the Regulations, the Board has assessed actual sewer betterments for land benefited by the Town Sewer.

WHEREAS any final approval of the Project would occur after actual sewer betterments have been issued.

WHEREAS the Owner seeks a commitment from the Board to allow connection of the Project to the Town Sewer.

WHEREAS the Board is willing to provide that commitment in return for the commitments by the Owner as set forth herein

NOW THEREFORE, for one dollar and other adequate consideration the receipt and sufficiency of which are hereby acknowledged, the Town, the Board, and the Owner agree as follows:

1. **Permits and Approvals, Compliance with Laws**

The Owner shall apply for all necessary governmental licenses, permits, approvals or other relief required for the Project and the connection of the Project to the Town Sewer ("Governmental Approvals"). The Owner shall pay for all costs and expenses incurred in connection with applying for, obtaining and maintaining all necessary Government Approvals for the Project and the connection of the Project to the Town Sewer.

The Owner shall design, construct, operate, maintain, repair, upgrade and replace the sewer system on the Project Site and its connection to the Town Sewer in conformity with and subject to all applicable statutes, laws, rules, regulations, guidelines and permits now in force or hereafter in effect including, without limitation, the following: the Bylaw, the Regulations, any and all applicable Rules and Regulations of the United States Environmental Protection Agency ("EPA"), the Massachusetts Department of Environmental Protection ("DEP"), the Massachusetts Department of Public Health ("MDPH"), and any other governmental agency or authority having competent jurisdiction, as amended from time to time.

2. **Construction of the Sewer Connection for the Project**

Upon receipt of all necessary Government Approvals the Project and the connection of the Project to the Town Sewer, the Owner shall construct the Project and the connection of the Project to the Town Sewer in accordance with the Government Approvals. The Owner shall pay for all costs and expenses of the construction of the Project and the connection of the Project to the Town Sewer in accordance with the Town's specifications. Without limiting the generality of the foregoing, the Owner shall undertake the following actions within the following time frames:

- Prior to the issuance of a sewer connection permit for the Project to the Town Sewer, the Owner shall offer for sale to the Town of Acton or its nominee (to be designated pursuant to a vote of the Board of Selectmen) one 2-bedroom unit in

the Project at a price affordable to persons or households whose aggregate family income does not exceed 80% of the median gross income for the area ("AMI"), as established by the United States Department of Housing and Urban Development. The unit so offered shall be one of the first five units completed in the Project. Unless extended by agreement of the parties, the Town of Acton or its nominee shall have ninety (90) days from receipt of the offer to accept the offer, enter a purchase and sale agreement, and close on the purchase of the unit. The Town may impose or cause to be imposed an affordable housing restriction on the unit so purchased or may resell the unit at market value and, subject to appropriation, may use the proceeds of the sale for affordable housing or other purposes in the Town.

- In the event the Town or its designee does not purchase the unit under the prior subparagraph, then prior to first issuance of an occupancy permit for any unit in the Project, the Owner shall cause one 2-bedroom unit in the Project (which shall also be one of the first five units completed in the Project) to be restricted in perpetuity for occupancy by persons or households whose aggregate family income does not exceed 80% of the median gross income for the area ("AMI"), as established by the United States Department of Housing and Urban Development, consistent with the terms and policies of the Department of Housing and Community Development's Local Initiative Program, such that this unit shall be eligible for qualification in and a new addition to the Town's Subsidized Housing Inventory under General Laws Chapter 40B.
- Provided that the Owner complies with the provisions of the foregoing two bulleted subparagraphs regarding offering the unit to the Town of Acton or its nominee and restricting the unit with a deed rider as aforesaid, the Owner is not required to close the sale of the affordable unit before the sewer connection permit is issued.
- The Owner shall cooperate with the Town and shall take all actions and execute all instruments reasonably required to render this unit as restricted eligible for qualification as a new addition to the Town's Subsidized Housing Inventory under General Laws Chapter 40B.
- Under the above bulleted subparagraphs, the affordable housing restriction shall be in the form of a duly executed and recorded "Local Initiative Program Affordable Housing Deed Rider" substantially in the form prescribed by the Massachusetts Department of Housing and Community Development ("DHCD") attached hereto as Exhibit E, or such other form of Regulatory Agreement and Declaration of Restrictive Covenants as is acceptable in form and substance to the Commonwealth of Massachusetts acting by and through DHCD and to the Town of Acton acting by and through the Board of Selectmen.

- To ensure that such affordable housing restriction shall survive foreclosure of any mortgage on the Project Site, prior to the first issuance of an occupancy permit for any unit in the Project, the Owner shall cause every holder of a mortgage or security interest in the Project Site that would or might otherwise have record priority over any such affordable housing restriction to execute and deliver to the Town a recordable Subordination, Non-Disturbance and Attornment Agreement in a form acceptable to Town Counsel recognizing and agreeing that the affordable housing restriction shall survive any foreclosure of the mortgage or security interest in the Project Site or the affordable unit substantially as set forth in Section 7 of the "Local Initiative Program Affordable Housing Deed Rider" attached hereto as Exhibit E.
- Prior to submission of a building permit application, submit architectural plans and elevations for the Project to the Acton Historic District Commission ("AHDC") in conformance with its rules and regulations, attend one or more design review sessions as reasonably requested by the AHDC, and attempt in good faith to adhere to the reasonable recommendations of the AHDC unless those recommendations would render the Project uneconomic.
- Prior to the first issuance of an occupancy permit for any unit in the Project, build a sidewalk along the Project's High Street frontage in conformance with the plans prepared by Stamski & McNary, dated August 4, 2005, entitled Sidewalk Plan and Site Plan Special Permit Plan (5 of 5) and with the Special Permit/Site Plan Special Permit #09/24/04-399.

3. **Payment of Sewer Privilege Fee**

Section D.10.2.b.2 of the Bylaw provides in relevant part that:

The Sewer Commissioners shall establish sewer assessment units, as follows:

- (i) The owner of land used for a single family residence shall be assessed on the basis of one sewer unit. The owner of undeveloped land zoned for single family residential use shall be assessed on the basis of the maximum number of single family residences which may be constructed on such land as of right under the zoning requirements then in effect, without approval of the further subdivision of such land under the Subdivision Control Law.
- (ii) The owner of land used for multi-family residential use, shall be assessed on the basis of .67 times the number of dwelling units presently existing on such land, provided each unit has fewer than three bedrooms as defined by Title V. Vacant land zoned for multi-family use shall be assessed on the basis of .67 times the

maximum number of units which can be constructed as of right under the zoning then in effect, without approval of further subdivision of such land under the Subdivision Control Law. Multi-family units with three or more bedrooms shall be assessed on the basis of one sewer unit per dwelling unit. Each owner of a condominium or cooperative dwelling unit in a multi-family residential building shall be assessed only for his or her dwelling unit.

The Owner agrees that the Project Site shall be assessed a Sewer Privilege Fee in accordance with the Sewer Privilege Fee Schedule. In that assessment, the Project Site shall be assigned thirteen point four (13.4) Sewer Betterment Units ("SBU"), which shall be multiplied by \$12,311.52 (the standard dollar amount per SBU established by the Board when the Town issued final sewer betterment assessments for properties within the sewer betterment district eligible to connect to the Town Sewer (the "per SBU charge")) to establish the Sewer Privilege Fee. Added to this number shall be the usual sewer connection fee for each new connection to the sewer resulting in a "Total Sewer Privilege Fee" (equaling the Sewer Privilege Fee plus the added amount). There shall be no reduction, deduction or set-off from the Total Sewer Privilege Fee for any costs incurred by the Owner or for any affordable units within the Project.

The Owner shall be jointly and severally responsible to timely pay to the Town the Total Sewer Privilege Fee. The Owner agrees that it shall not seek an abatement of the Total Sewer Privilege Fee so assessed.

Pursuant to Chapter D10-5b of the Town of Acton Bylaws, the Owner shall pay the Total Sewer Privilege Fee in full prior to the issuance by the Town of the sewer connection permit or any building permit for the Project.

4. **Sewer Use Charges**

The Owner agrees that it shall incorporate in the Master Deed for the Project's condominium documents a binding obligation for the unit owners to timely pay any and all sewer use charges and other costs and assessments with respect to the Town's sewers in accordance with the General Laws and the Bylaw and Regulations, and that all such charges and other costs and assessments shall have priority over other liens to the same extent as a municipal lien for local real estate taxes.

5. **Future Betterments**

The Owner agrees that they shall incorporate in the Master Deed for the Project's condominium documents a binding obligation for the unit owners to timely pay (a) an adjusted Sewer Privilege Fee in the event the Town re-determines and increases the per SBU charge pursuant to G.L. c. 83, § 15A, and (b) the Project Site's allocated share of any future sewer betterments assessed by the Town generally with respect to property within the bettered sewer

{A0052372.4 }

district fronting on Main Street, in accordance with the General Laws and the Bylaw and Regulations, as if the Project Site and each unit in the Project had actual frontage on Main Street within the bettered sewer district, and that all such betterments and other costs and assessments shall have priority over other liens to the same extent as a municipal lien for local real estate taxes.

6. **Obligations Run With the Land**

Because this Agreement makes municipal sewer available to the Project Site for the Project and thereby increases the value of the Project Site and the Project, the Owner and the Town agree that all future betterments, charges, costs and assessments pursuant to this Agreement shall be assessed and collected pursuant to the General Laws applicable to sewer betterments, charges, costs and assessments and shall have priority over other liens on the Project Site to the same extent as a municipal lien for local real estate taxes. To that end, the Owner and the Town agree as follows:

- Pursuant to Massachusetts General Law Chapter 80, Section 4, Chapter 83, Sections 14 and 15, Chapter 340 of the Acts of 2000, and the Town of Acton Sewer Assessment Bylaw (Chapter D, Section 10 of the Town of Acton Bylaws, the "Bylaw") and regulations promulgated pursuant thereto, and all acts in addition thereto and in amendment thereof and every other power and authority then thereto enabling, the Acton Board of Selectmen acting as the Board of Sewer Commissioners may in its discretion take all actions and record all instruments that may be necessary to incorporate the Project Site into the Town's Middle Fort Pond Brook Sewer Betterment Area.
- The Town may record this Agreement in the chain of title for the Project Site. In so doing, the Town need not record the Exhibits to this Agreement for said recording to be valid notice of this Agreement and its Exhibits. In the event the Registry and/or Registration office requires changes to the form of this Agreement to render it recordable, the Owner shall cooperate with the Town and shall forthwith take all actions reasonably required by the Town to render this Agreement or notice hereof recordable.
- The Owner shall incorporate reference to this Agreement and its Exhibits in the Master Deed for the Project's condominium documents.
- All obligations of the Owner set forth in this Agreement shall run with the land that is the Project Site and be binding upon the Owner and its respective successors and assigns.
- Prior to the connection of the Project to the Town Sewer, the Owner shall use its best efforts to cause every holder of a mortgage or security interest in the Project Site that would or might otherwise have record priority over the Town of Acton's rights under this Agreement to execute and deliver to the Town a recordable Subordination, Non-Disturbance and Attornment Agreement ("SNDA") in a form acceptable to Town Counsel recognizing and agreeing that the Town of Acton's rights under this Agreement

shall survive any foreclosure of the mortgage or security interest and shall have priority over all such mortgages and security interests to the same extent as a municipal lien for local real estate taxes. In the event that any holder of a mortgage or security interest in the Project Site fails or refuses to execute and deliver to the Town a recordable SNDA, the Town may by written notice to the Owner sent prior to the connection of the Project to the Town Sewer terminate this Agreement and return the Sewer Privilege Fee to the Owner, in which case this Agreement shall be null and void and without recourse to the parties hereto.

7. **Miscellaneous**

No Other Connections or Additions: The sewer connection from the Project Site to the Town Sewer authorized by this Agreement shall be used exclusively for the 20-unit condominium Project located on the Project Site and constructed in accordance with this Agreement. There shall be no further connection of any other property, any other project, or any other unit(s) directly or indirectly to the Town Sewer on, at, to, from or through the Project Site.

Termination: In the event construction of the Project has not commenced within one year of the date hereof or construction of the Project has not been substantially completed within three years of the date hereof, then the Board of Selectmen may terminate this Agreement by written notice to the Owner sent by certified or overnight mail to the Owner's address listed on page 1 hereof, in which case this Agreement shall be null and void and without further force or effect.

Binding Effect. The terms and covenants of this Agreement shall run with the land comprising the Project Site and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. The provisions of this Agreement shall be binding upon all the parties having or acquiring any right, title or interest in all or any of portion of the Project Site.

Each owner of the Project Site or any portion thereof or interest therein, by accepting delivery of a deed to the Project Site, or any portion thereof or interest therein, subject to this Agreement, agrees and covenants that the terms and conditions of this Agreement are reasonable and agrees to be bound thereby.

Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Authorization. This Agreement has been duly authorized by all necessary actions of the Owner and the signators below are duly authorized to execute this Agreement on behalf of the Owner, respectively.

WHEREFORE the parties have set their hands and seal to this Agreement as of this 25th day of February, 2008.

**Town of Acton,
By its Board of Selectmen,**

F. Dore' Hunter, Chairman

Lauren Rosenzweig, Vice-Chairman

Andrew Magee, Clerk

Peter Berry, Member

Paulina Knibbe, Member

TOWN ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this ____ day of _____, 2008, before me, the undersigned Notary Public, personally appeared each of the foregoing named members of the Board of Selectmen of the Town of Acton, proved to me through satisfactory evidence of identification, which was: examination of _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the foregoing named members of the Board of Selectmen of the Town of Acton, a municipal corporation.

_____(official signature and seal of notary)

My commission expires _____

Owner, Faulkner Mill Realty, LLC

Michael J. Jeanson

James Fenton

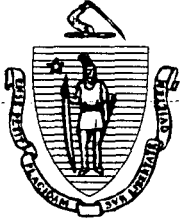
LLC ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this ____ day of _____, 2008, before me, the undersigned Notary Public, personally appeared Michael J. Jeanson and James Fenton, proved to me through satisfactory evidence of identification, which were _____, to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that each signed it voluntarily for its stated purpose as a Member of Faulkner Mill Realty, LLC, Owner.

_____(official signature and seal of notary)

My commission expires _____



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Deval L. Patrick, Governor ♦ Timothy P. Murray, Lt. Governor ♦ Tina Brooks, Undersecretary

January 22, 2009

Lauren S. Rosenzweig
Chair, Board of Selectmen
Town Hall
472 Main Street
Acton, MA 01720

RE: Local Action Unit Approval:
8 High Street, Unit A2

Dear Ms. Rosenzweig:

The Local Initiative Program gave preliminary approval to the Town of Acton's Condominium Buydown Program. We have recently received documentation on one condominium to be part of the initiative, 8 High Street, Unit A2, in Faulkner Mill Estates, Acton MA 01720-4214. The Acton Community Housing Corporation has determined that this unit meets the intent of their program and, after reviewing the information, we concur.

The ACHC may now proceed and sell the unit to an eligible buyer. Once it has been sold, kindly forward a copy of the recorded deed rider to us and we will see that the unit is added to the Subsidized Housing Inventory.

If you have any questions please feel free to contact Janice Lesniak at (617) 573-1327. We look forward to working with you in the future.

Sincerely,

Catherine Racer
Associate Director

cc: ✓ Nancy Tavernier, ACHC
Steven Ledoux, Town Manager
Michael Jeanson, Faulkner Mill Development, LLC
Margaux LeClair, Office of the Chief Counsel

Faulkner Mill Realty, LLC
PO Box 985 Acton, MA 01720
978-266-9751 Fax 978-635-0988 authhomes@msn.com

January 26, 2009

Town of Acton
Board of Selectmen
472 Main Street
Acton, MA 01720

Re: Faulkner Mill Condominium

Faulkner Mill Realty, LLC, hereby requests that the sewer privilege fees for the above referenced project be paid to the Town of Acton upon the issuance of occupancy permits for each 2-unit building (before the use is commenced) rather than, as stated in Paragraph 3 of the Town of Acton/Faulkner Mill Realty, LLC, Agreement dated 25 February 2008: prior to the issuance by the Town of the sewer connection permit or any building permit for the Project.

The 20-unit condominium project is currently under construction including two units scheduled to be sold (one of which is being sold pursuant to Paragraph 2 of the Agreement under the Affordable Housing Program) and six units in progress. In an effort to secure the development plan, we have applied for the twelve remaining building permits and have been notified that Sewer Privilege Fees in excess of \$164,000 are to be paid to the Town in order to issue the building permits.

The affordable unit is scheduled to close this week. The sales price will not provide enough funds to pay the amount due the mortgage holder. We cannot cover the sale of the affordable unit and, at the same time, disburse the funds to pay the sewer privilege fees for the remaining building permits. The provision in the Town of Acton/Faulkner Mill Realty agreement is not feasible at this time given the changes in the credit/lending market and the collapse of the housing market.

Faulkner Mill Realty has disbursed \$1.1 million dollars in development and construction costs (not including the land purchase) to date. These expenses include construction of the

.../page 2
Town of Acton
January 26, 2009

buildings, all drainage and utility infrastructure to support the 20-unit project, architectural plans and amendments per the Acton Historic District Commission, the construction of the sidewalk per the Agreement, and the construction of the affordable unit at a cost of \$265,000 to be sold for \$150,000.

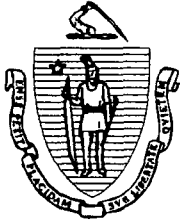
Faulkner Mill Realty has met all obligations regarding this project including providing an Affordable unit in the first building constructed. If the Town elects to charge for the Sewer Privilege Fee prior to the issuance of the remaining building permits, we will not be able to proceed with the sale of the affordable unit this week but will be forced to delay construction of that designated unit until such time that the first five units are constructed per the Agreement. Given the current housing climate, this could take some time.

We thank the Board of Selectmen for their consideration and look forward to a decision on our behalf.

Sincerely,

FAULKNER MILL REALTY, LLC

James Fenton
Member



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Deval L. Patrick, Governor ♦ Timothy P. Murray, Lt. Governor ♦ Tina Brooks, Undersecretary

January 28, 2009

Via Overnight Mail

Christine Morgan
179 Great Road, Suite 212
Acton, MA 01720

RE: 8 High Street, Unit A2, Acton MA 01720-4214

Dear Ms. Morgan:

Enclosed please find two (2) fully executed Regulatory Agreements for the above referenced project.

The Regulatory Agreement must be recorded before closing is to occur on Friday, January 30. Please fax to me the page with recording number. If the closing is postponed, it must be recorded within ten days. After recording, please return a copy of the executed document with recording information to me and provide the other to the Town of Acton.

The Town of Acton's Chief Elected Official should submit An Annual Certification of Qualified Occupancy to the DHCD Division of Housing Development as required by the Regulatory Agreement.

Please contact me (617-573-1327) if you have any questions. Thanks very much for your assistance in completing this process.

Sincerely,

Janice Lesniak
LIP Staff

Cc: ✓ Nancy Tavernier (letter only)
Laura Rosenzweig, Board of Selectman (letter only)
Steven Ledoux, Town Manager (letter only)
Stephen D. Anderson, Town Counsel (letter only)
Michael Jeanson, Faulkner Mill Development, LLC (letter only)

Enc: LIP Regulatory Agreement (2)

Acton Community Housing Corporation

Nancy Tavernier, Chairman

TOWN OF ACTON

Acton Town Hall

472 Main Street

Acton, Massachusetts, 01720

Telephone (978) 263-9611

achc@acton-ma.gov

January 28, 2009

Harriet C. Moss, Counsel
Department of Housing and Community Development
100 Cambridge St., Suite 300
Boston, MA 02114

Dear Ms. Moss:

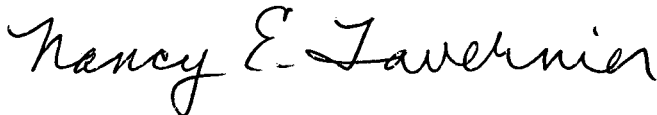
On behalf of the Town of Acton, Acton Community Housing Corporation, I approve the revision to Exhibit B in regard to the percentage of beneficial interest for the affordable unit in the Faulkner Mill development located at 8 High Street in Acton. This revision will be placed on page 14 of the Regulatory Agreement for unit A2 in Exhibit B:

An asterisk will be placed next to 30.67% and the following footnote will be added:

* This Percentage Interest represents the first phase of the Project, which consists of two units. Upon completion of the Project, the Percentage Interest applicable to the Low and Moderate Income Unit will be 2.28%.

Thank you for your help with this Local Action Unit approval.

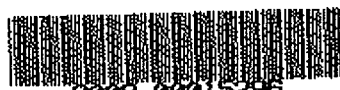
Sincerely,



Nancy E. Tavernier, Chair
Acton Community Housing Corporation

Cc Town Manager's Office

Bk: 52167 Pg: 26



2009 00015296
Bk: 52167 Pg: 26 Doc: DEED
Page: 1 of 21 02/02/2009 11:08 AM

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 02/02/2009 11:08 AM
Cntr# 120105 18634 Doc# 00015296
Fee: \$884.00 Cons: \$150,000.00

21

FAULKNER MILL CONDOMINIUMS UNIT DEED

FAULKNER MILL REALTY, LLC, a Massachusetts limited liability company with a usual place of business at 25 Westford Lane, Acton, Massachusetts, for consideration paid and in full consideration of ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS, grant to ELIZANGELA DASILVA, AN INDIVIDUAL, of

with QUITCLAIM COVENANTS

A condominium Unit known as A2 (the "Unit") in a Condominium known as Faulkner Mill Condominium (the "Condominium") situated at 8 High Street Street, Acton, Middlesex County, Massachusetts, established pursuant to Massachusetts General Laws, Chapter 183A, as amended, by a Master Deed (the "Master Deed") dated January 29, 2009 and recorded with the Middlesex South District Registry of Deeds ("Registry") in Book 52163, Page 359, together with an undivided 30.67% interest in the common areas and facilities of said Condominium.

The Unit has an address of 8 High Street, Unit A2, Acton, Middlesex County, Massachusetts 01720.

The Unit is more particularly described (1) in the Master Deed; (2) on such Condominium Plans as defined in the Master Deed and as have been recorded therewith; (3) in this Unit Deed; and (4) on copies of portions of such site and/or floor plans recorded therewith.

The Unit is conveyed for residential use and for such other uses as may be permitted in accordance with the Master Deed, together with the exclusive right to use the garage, deck or patio, as designated on the Condominium Plans and as set forth in Section 10 of the Master Deed.

UNIT A2, 8 HIGH ST, ACTON

Said Unit is conveyed subject to and with the benefit of (1) the provisions of Massachusetts General Laws, Chapter 183A as the same may now or hereafter be amended; (2) the Master Deed and amendments thereto; (3) the By-Laws of Faulkner Mill Condominium, and any amendments thereto; (4) the Rules and Regulations adopted by the Board of Governors of the Association of the Condominium, and any amendments thereto; (5) all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth therein; and (6) further subject to real estate taxes attributable to said Unit for the current year as are not now due and payable.

The Condominium is subject to and with the benefit of the provisions of

1. Subject to an order of Conditions issued by the Town of Acton Conservation Commission as set forth in document recorded with said Deeds, Book 49528, Page 68.
2. Subject to terms and provisions contained in an agreement between Faulkner Mill Realty, LLC and the Town of Acton regarding the Town Sewer System as set forth in document dated February 25, 2008 and recorded with said Deeds, Book 50879, Page 226.
3. Subject to an easement agreement as set forth in document dated November 30, 1983 and recorded with said Deeds, Book 15342, Pages 451 and 453.
4. Subject to an easement to New England Telephone & Telegraph Company as set forth in document dated July 7, 2000 and recorded with said Deeds, Book 31902, Page 463.
5. Subject to an easement to New England Telephone & Telegraph Company as set forth in document dated May 27, 1993 and recorded with said Deeds, Book 23559, Page 177.
6. Regulatory Agreement dated January 28, 2009 and recorded with said Deeds, Book 52151, Page 95.

Subject to Local Initiative Program Affordable Housing Deed Rider recorded herewith.

Said Unit is further conveyed subject to, and the benefit of easements, rights, restrictions and agreements of record, if any there be, insofar as the same are now in force and applicable.

This conveyance does not constitute a transfer of all or substantially all of the assets of Faulkner Mill Realty, LLC and is made in the ordinary course of business.

Being a portion of the premises conveyed to Faulkner Mill Realty, LLC by deed of William F. Waite, Trustee of Grain Mill Hollow Realty Trust, dated March 24, 2004 and recorded with said Deeds, Book 42341, Page 464 and a deed of Erikson Grain Mill, Inc., dated April 7, 2008 recorded with said Deeds, Book 51033, Page 458.

Bk: 52167 Pg: 28

In witness whereof, the said Faulkner Mill Realty, LLC has caused its seal to be hereto affixed and these presents to be signed and delivered in its name and behalf by Michael J. Jeanson, its Member, hereby duly authorized this 29 day of January, 2009.

FAULKNER MILL REALTY, LLC

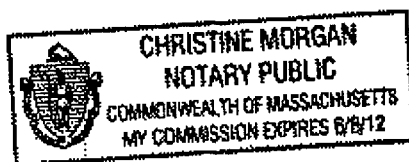
By: [Signature]
Michael J. Jeanson, Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 29 day of January, 2009, then personally appeared before me, the undersigned notary public, Michael J. Jeanson, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person to whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Authorized Signatory of Faulkner Mill Realty, LLC, as aforesaid.

[Signature]
Notary Public
My commission expires:



The Grantees, by the signed acceptance of this Unit Deed, recognize the rights and reserved easements of the Grantor, its successors and assigns, to amend the Master Deed to add additional phases in any order so desired, including the right to include sub-phases within any phase as well as the right to eliminate or add any phases and modify the percentage interest attributable to each unit on account thereof so as to at all times be in compliance with the provisions of General Laws, Chapter 183A, to make all other necessary modifications as a result thereof and to construct the additional structures, units and improvements on such phases, all in accordance with the reservations of rights as set forth in Paragraphs 1, 4, 11 and 14 of the Master Deed, as amended. The Grantees hereby irrevocably authorize and empower the Grantor, its successors and assigns, to sign for and on behalf of the Grantees and their successors or assigns, an amendment to the Master Deed which adds such additional phases, structures and units.

Said authorization and power shall terminate when all the units contemplated by the Master Deed shall have been submitted and have been added to Faulkner Mill Condominium by an amendment thereto duly recorded or the right to do so has expired, whichever is earlier.



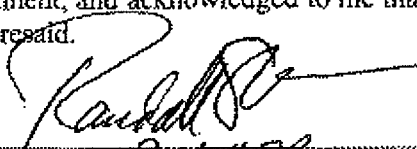
Elizangela DaSilva

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 30th day of January, 2009, then personally appeared before me, the undersigned notary public, Elizangela DaSilva proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person to whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes, as aforesaid.




 Notary Public Randall S. Barron
 My commission expires: 1-23-10

LOCAL INITIATIVE PROGRAM

RESALE PRICE CERTIFICATE

The undersigned Undersecretary of the Massachusetts Department of Housing and Community Development, the successor agency to the Executive Office of Communities and Development, a department duly organized and existing pursuant to Massachusetts General Laws Chapter 23B as amended by Chapter 19 of the Acts of 2007 with all powers of said executive office and department, or the Undersecretary's duly authorized designee, ("the Undersecretary") certifies as follows with respect to a certain deed rider annexed and made part of that certain deed from Faulkner Mill Realty, LLC ("Grantor") to Elizangela DaSilva ("Grantee") dated 1-29-09, recorded with the Middlesex South County Registry of deeds in Book _____ Page Hexawm (the "deed rider"):

1. The property referred to herein is the Property described in the deed rider. The Property address is 8 High Street, Unit A2, Acton, MA 01720.
2. The Undersecretary has determined that the Resale Price Multiplier applicable to the Property is 1.75, which shall be used in determining the Resale Price for the Property. (The Resale Price Multiplier equals the original sale price of the Property divided by the area median income for a four-person household.)
3. The Undersecretary has determined that the terms of the purchase money loans for the sale of the Property, namely a 30-year, fixed rate first mortgage loan at 5.25% interest per year with 0 points paid at settlement, and a 30-year, fixed rate second mortgage loan at 5.25% interest per year with 0 points paid at settlement, are in compliance with LIP requirements.
4. All defined terms used herein shall be defined as set forth in the deed rider unless otherwise defined herein.

Executed as a sealed instrument this 29th day of January, 2009.

The Undersecretary of the Department of
Housing and Community Development

By: Catherine Racer

Catherine Racer, Associate Director
Duly Authorized Designee

COMMONWEALTH OF MASSACHUSETTS

Suffolk: ss

On this 29th day of January, 2009, before me, the undersigned Notary Public, personally appeared Catherine Racer, the Associate Director of the Department of Housing and Community Development (DHCD) duly authorized designee of the Undersecretary, and proved to me, through satisfactory evidence of identification which was my personal knowledge, that she is the person whose name is signed on the foregoing Resale Price Certificate and acknowledged to me that she signed it voluntarily for its stated purpose and that it is the free act and deed of DHCD

Candace L. Simpson
Notary Public

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

made part of that certain deed (the "Deed") of certain property (the "Property") from Faulkner Mill Realty, LLC ("Grantor") to Elizangela DaSilva ("Owner") dated 1-30, 2009. The Property is located in the City/Town of Acton (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) ☐ granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) ☒ subject to a Regulatory Agreement among Faulkner Mill Realty, LLC (the "Developer"), [☐] Massachusetts Housing Finance Agency ("MassHousing"), [☒] the Massachusetts Department of Housing and Community Development ("DHCD") [☒] the Municipality; and [☐], dated January 28, 2009 and recorded/filed with the Middlesex South County Registry in Book 52151, Page 95 /as Document No. _____ (the "Regulatory Agreement"); and
- (iii) ☒ subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this 30 day of January, 2009.

Grantor: **Faulkner Mill Realty, LLC**

Owner: **Elizangela DaSilva**

By 

Michael Deanson

Authorized Signatory

By 

Bk: 52167 Pg: 46

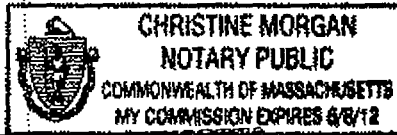
COMMONWEALTH OF MASSACHUSETTS

Middlesex South County, ss.

On this 30 day of January, 2009, before me, the undersigned notary public, personally appeared Michael J. Jeanson, the Auth. Sign of Faulkner Mill Realty LLC in its capacity as the Grantor of , proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge] to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of Michael J. Jeanson as Auth. Sign of Faulkner Mill Realty, LLC

Notary Public

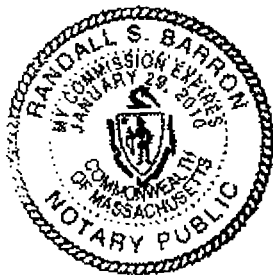
My commission expires:



COMMONWEALTH OF MASSACHUSETTS

Middlesex South County, ss.

On this 30th day of January, 2009, before me, the undersigned notary public, personally appeared Eliuange DeSilva, the of , proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of as of



Notary Public Randall S. Barron
My commission expires: 1-29-10

REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:

Eugene C. Brune